

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BURBERRY LIMITED and BURBERRY USA, :

Plaintiffs :

v. :

DESIGNERS IMPORTS, INC d/b/a :
DESIGNERS IMPORTS.COM USA, INC., :

Defendant. :

Case No.: 07 CIV 3997
(Judge Crotty)

**ANSWER TO AMENDED
COMPLAINT**

Defendants Designers Imports, Inc. ("Designers") by its attorney, Goodman & Saperstein, as and for its Answer to Plaintiffs' ("Burberry") Amended Complaint ("Complaint"), hereby allege as follows:

AS TO INTRODUCTION

1. Denies that Burberry is entitled to the relief set forth in Paragraph "1" of the Complaint.
2. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph "3" of the Complaint.
3. Denies each and every allegation contained in Paragraphs "2", "4", and "5" of the Complaint.

AS TO JURISDICTION AND VENUE

4. Defendant neither admits nor denies the allegation contained in Paragraphs "6", "7" and "8" of the Complaint for the reason that it involves questions of Law for the Court's determination.

AS TO THE PARTIES

5. Denies knowledge and information sufficient to form a belief as to the truth of the allegation contained in Paragraphs "9" and "10" of the Complaint.

AS TO BACKGROUND

6. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraphs "12", "13", "14", "15", "16", "17", "18", "19", "20" and "21" of the Complaint.

7. Denies the allegations contained in Paragraphs "25" and "26" of the Complaint except admits the parties entered into a settlement agreement which agreement speaks for itself and is respectfully referred to the Court for meaning and effect.

8. Denies each and every allegation contained in Paragraphs "22", "23", and "24", of the Complaint.

AS TO COUNT ONE

9. Defendant repeats and alleges Paragraphs "1" through "8" as though more fully set forth herein.

10. Denies the allegations contained in Paragraphs "29" and "30" of the Complaint that the Burberry products and goods that Defendant offered, sold, and distributed were counterfeit.

11. Denies each and every allegation contained in Paragraphs "28", "31", "32" and "33" of the Complaint.

AS TO COUNT TWO

12. Defendant repeats and realleges Paragraphs "1" through "11" as though more fully set forth herein.

13. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraphs "36" and "37" of the Complaint.

14. Denies each and every allegation contained in Paragraphs "38", "39", "40" and "41" of the Complaint.

AS TO COUNT THREE

15. Defendant repeats and realleges Paragraphs "1" through "14" as though more fully set forth herein.

16. Denies each and every allegation contained in Paragraphs "44", "45", "46", "47", and "48" and "49" of the Complaint.

AS TO COUNT FOUR

17. Defendant repeats and realleges Paragraph "1" through "16" as though more fully set forth herein.

18. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraphs "51" and "52" of the Complaint.

19. Denies the allegation contained in Paragraph "53" of the Complaint that Defendant has been using confusingly similar marks on counterfeit merchandise in interstate commerce on its

Internet site and denies knowledge and information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph "53" of the Complaint.

20. Denies each and every allegation contained in Paragraphs "54", "55", "56", "57" and "58" of the Complaint.

AS TO COUNT FIVE

21. Defendant repeats and realleges Paragraphs "1" through "20" as though more fully set forth herein.

22. Denies each and every allegation contained in Paragraphs "60", "61", "62", and "63" of the Complaint.

AS TO COUNT SIX

23. Defendant repeats and realleges Paragraph "1" through "22" as though more fully set forth herein.

24. Denies knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph "65" of the Complaint.

25. Denies the allegation contained in Paragraph "66" of the Complaint referring to Defendant's alleged sale and/or offering for sale of the counterfeit merchandise and denies knowledge and information sufficient to form a belief as to the truth of the remaining allegations in Paragraph "66" of the Complaint.

26. Denies each and every allegation contained in Paragraphs "67", "68", "69" and "70" of the Complaint.

AS TO COUNT SEVEN

27. Defendant repeats and realleges Paragraphs "1" through "26" as though more fully set forth herein.

28. Denies knowledge and information sufficient to form a belief as to the truth of the allegation contained in Paragraph "72" of the Complaint.

29. Denies each and every allegation contained in Paragraphs "73", "74", "75", "76" and "77" of the Complaint.

AS TO COUNT EIGHT

30. Defendant repeats and realleges Paragraphs "1" through "29" as though more fully set forth herein.

31. Denies each and every allegation contained in Paragraphs "79", "80", "81" and "82" of the Complaint.

AS TO COUNT NINE

32. Defendant repeats and realleges Paragraph "1" through "31" as though more fully set forth herein.

33. Denies the allegations contained in Paragraph "84" of the Complaint except admits that the parties entered into a Agreement, which Agreement speaks for itself and which is respectfully referred to the Court for effect and meaning.

34. Admits the allegations contained in Paragraph "85" of the Complaint to the extent that the Agreement constitutes a valid contract.

35. Denies each and every allegation contained in Paragraph "86" of the Complaint.

AS TO COUNT TEN

36. Defendant repeats and realleges Paragraphs "1" through "35" as though more fully set forth herein.

37. Denies each and every allegation contained in Paragraphs "88", "89" and "90" of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

38. The Complaint fails to state a claim for which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

39. Defendant acted in good faith pursuant to a fair basis and belief that the merchandise sold to Designers bearing the Plaintiffs' trademarks referred to in the Complaint, was genuine and not counterfeit.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

40. That in Defendant's purchase, sale and distribution of the merchandise bearing the aforesaid Plaintiffs' trademarks, Defendant acted neither with willful deception nor scienter that the alleged infringing goods would likely cause confusion.

41. By reason of the foregoing, if, in fact, the merchandise was not genuine, Defendant was an innocent infringer of Plaintiffs' trademarks.

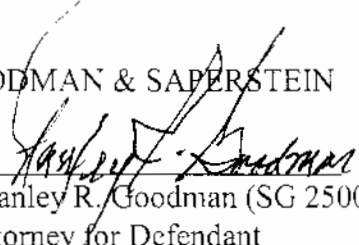
AS AND FOR A FOURTH AFFIRMATIVE DEFENSE AS TO COUNT TEN

42. Having pled the existence of an express written contract which covers the subject matter of this Action, Burberry cannot recover in quasi contract.

WHEREFORE, Defendant demands Judgment dismissing the Complaint, together with costs and disbursements and any and all further relief which as to this Court may seem just and proper.

Dated: Garden City, NY
June 27, 2007

GOODMAN & SAPERSTEIN

By 
Stanley R. Goodman (SG 2500)
Attorney for Defendant
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TO: ARNOLD & PORTER, LLP
Attorney for Plaintiffs
390 Park Avenue
New York, NY 10022

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CERTIFICATE OF SERVICE

I, **CLAUDIA V. LONDONO**, being a resident of Fresh Meadows , New York, over the age of 18 years, and not a party to this action, do hereby certify that the foregoing **ANSWER** dated June 27, 2007 was this day served by U.S. First Class Mail depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within this State, addressed to each of the following person(s) at the last known address set forth after each name:

ARNOLD & PORTER, LLP
Attorney for Plaintiffs
390 Park Avenue
New York, NY 10022

Dated: Garden City, New York
June 27, 2007



CLAUDIA V. LONDONO